



AGENDA BILL APPROVAL FORM

Agenda Subject: King County Department of Public Health - Paramedic Program		Date: September 22, 2009
Department: Human Resources	Attachments: Resolution No. 4532 Agreement and Amendment of Lease	Budget Impact:
Administrative Recommendation: City Council adopt Resolution No. 4532.		
Background Summary: <p>Resolution No. 4532 authorizes the Mayor and City Clerk to execute and renew a two-year extension of the lease of property to King County Department of Public Health for the King County Paramedic Program.</p> <p>King County, a political subdivision of the State of Washington, is Lessee of a lease dated September 16, 1985 of which the City of Auburn is the Lessor of space adjacent to its apparatus maintenance facility at 1101 D Street NE in Auburn, Washington.</p> <p>The lease amendment includes the use of ground as a site for a King County-owned mobile home for the purpose of providing living and office facilities for a King County Paramedic unit. Furthermore, the City has also made space available to King County inside the apparatus maintenance facility for garaging a paramedic vehicle and for a lockable storage area for medical supplies.</p> <p style="margin-top: 20px;">S1005-1 A3.17</p>		
Reviewed by Council & Committees: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Arts Commission <input type="checkbox"/> Airport <input type="checkbox"/> Hearing Examiner <input type="checkbox"/> Human Services <input type="checkbox"/> Park Board <input type="checkbox"/> Planning Comm. </div> <div> COUNCIL COMMITTEES: <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Municipal Serv. <input type="checkbox"/> Planning & CD <input type="checkbox"/> Public Works <input type="checkbox"/> Other _____ </div> </div>		Reviewed by Departments & Divisions: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Building <input type="checkbox"/> Cemetery <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Public Works <input type="checkbox"/> Information Services </div> <div> <input type="checkbox"/> M&O <input type="checkbox"/> Mayor <input type="checkbox"/> Parks <input type="checkbox"/> Planning <input type="checkbox"/> Police <input checked="" type="checkbox"/> Human Resources </div> </div>
Action: Committee Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Call for Public Hearing ___/___/___ Referred to _____ Until ___/___/___ Tabled _____ Until ___/___/___		
Councilmember: Backus		Staff: Heineman
Meeting Date: October 5, 2009		Item Number: VIII.B.2

RESOLUTION NO. 4 5 3 2

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, AUTHORIZING
THE MAYOR AND CITY CLERK TO EXECUTE AN
EXTENSION OF THE LEASE OF PROPERTY TO
KING COUNTY DEPARTMENT OF PUBLIC HEALTH
FOR THE KING COUNTY PARAMEDIC PROGRAM

WHEREAS, the City Council of the City of Auburn passed Resolution No. 1628 on September 16, 1985, approving an original Interagency Lease Agreement with King County for the housing of a Paramedic unit at the North Site Fire Station #31 (1101 D Street NE); and

WHEREAS, the City Council passed Resolution No. 1900 on October 3, 1988; Resolution No. 3408 on February 4, 2002; Resolution No. 3568 on February 3, 2003; Resolution No. 3719 on May 3, 2004; and Resolution No. 3878 on August 1, 2005, all of which resolutions approved amendments to the 1985 Interagency Lease Agreement with King County for its Paramedic Unit; and

WHEREAS, the City of Auburn has continued to make said space available to the King County Department of Public Health for use by its Paramedic Unit, including living and office space, the garaging of a paramedic vehicle and lockable storage space; and

WHEREAS, following the expiration of the previous lease amendment, King County Department of Public Health remained as a month-to-month tenant – holdover tenant, obligated to continue rental payments in accordance with the prior agreement; and

WHEREAS, since both the City and King County desire to continue the lease, it is appropriate and necessary to execute an extension of the lease.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,
WASHINGTON HEREBY RESOLVES as follows:

Section 1. That the Mayor and City Clerk of the City of Auburn,
Washington, are hereby authorized to execute a lease amendment with King
County Department of Public Health in substantial conformity with the lease
amendment attached hereto, marked as Exhibit "1" and incorporated herein by
reference, ratifying the terms thereof in connection with holdover tenancy.

Section 2. That the Mayor is authorized to implement such administrative
procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon
passage and signatures hereon.

Dated and Signed this _____ day of _____, 2009.

CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

EXHIBIT '1'

PHSKC # D25827D

**Agreement and Amendment
Of Lease**

Lease # 1288

King County, a political subdivision of the State of Washington, is Lessee of a lease dated September 16, 1985 of which the City of Auburn is the Lessor of space adjacent to its apparatus maintenance facility at 1101 D Street N.E. in Auburn, Washington.

This amendment includes the use of ground as a site for a King County-owned mobile home for the purpose of providing living and office facilities for a King County Paramedic unit. Furthermore, the City has also made space available to King County inside the apparatus maintenance facility for garaging a paramedic vehicle and for a lockable storage area for medical supplies.

(See Exhibit A)

The King County Department of Public Health will pay \$200.00 per month for rent.

This agreement is effective **January 1, 2008**, to **December 31, 2010** and shall terminate upon a thirty (30) day written notice of termination by either party, from the 1st of the month.

The Lessor and King County agree that as to all third party claims, actions, or causes of actions of whatsoever kind or nature made or asserted against either or both of them, and arising out of the use of operation of the premises, each will be liable to the other to the extent of each other's fault and shall indemnify the other for such amount. As to all such third party claims, actions, or causes of action which are a consequence of the sole fault of a party to this Rental Agreement, such party shall have the duty to defend, save, and hold the other harmless, and upon failure to do so shall pay reasonable fees, costs, and expenses incurred by the other party to this Rental Agreement in defense of any such third party claims or actions.

CITY OF AUBURN, WASHINGTON

LESSEE: King County, Washington

BY: _____

By: _____
Manager, Real Estate Services Division

Date: _____

Date: _____

BY: _____

HEALTH - KING COUNTY

Date: _____

By: _____
Director

Date: _____

APPROVED AS TO FORM ONLY:

By:  _____

Date: 7/17/09

